

**THIRD AMENDMENT TO
PREDEVELOPMENT REIMBURSEMENT AGREEMENT**

CONTRACT NO. AO8-PSC-837

THIS THIRD AMENDMENT TO PREDEVELOPMENT REIMBURSEMENT AGREEMENT (this "Amendment") is entered into as of the 12th day of May, 2009 (the "Effective Date"), by and between The State of Washington ("State"), acting by and through the Department of Information Services ("DIS") and Wright Runstad Associates Limited Partnership, a Washington limited partnership ("Developer") (hereinafter together the "Parties").

State and Developer are parties to that certain Predevelopment Reimbursement Agreement dated December 27, 2007, as amended by a First Amendment dated 6/27, 2008 and a Second Amendment dated July 31, 2008 (the "Second Amendment") (collectively, the "Agreement") with respect to the proposed project to be developed on the Capitol Campus in Olympia Washington known as the DIS-Wheeler Project. Defined terms used in this Amendment shall have the meanings given them in the Agreement.

State and Developer now wish to further amend the Agreement to expand the scope of the Predevelopment Services to be performed by Developer.

Accordingly, State and Developer now agree:

SECTION 1. SCOPE OF WORK

In addition to the Predevelopment Services described in the Second Amendment, and in order to keep the Project development on schedule, Developer shall initiate the preparation of construction documents for the shell and core of the Project and the tenant improvements in the Project. Developer shall engage the Project architect, the tenant improvement architect and various engineers to perform such work. Developer's oversight of such work and coordination with DIS in such design process shall be as described in Exhibit A to the Second Amendment. It is contemplated that by the expiration of the Period of Performance specified in Section 2 below, the architectural and structural drawings for the shell and core of the Project, and the final space planning and related documentation, will be in progress but will not have been completed. The Additional Budget Costs described in Section 3 below reflect the contemplated stages of completion of those services as of the expiration of the Period of Performance. The Predevelopment Services shall also be expanded to include the uprooting, boxing and storage of trees on the Property and other limited landscaping services to be performed by Kirvan Landscaping. Kirvan Landscaping shall be engaged pursuant to a separate letter agreement which shall include, among other things, the requirement that Kirvan Landscaping maintain customary liability and workers' compensation insurance. The services described above are collectively referred to as the "Additional Predevelopment Services," and all references in the Agreement to Predevelopment Activities shall now include the Additional Predevelopment Services.

SECTION 2. PERIOD OF PERFORMANCE

The Period of Performance defined in Section 1 of the Agreement is hereby changed to expire on July 1, 2009, unless this Agreement is further extended or terminated earlier by State pursuant to the terms and conditions contained in the Agreement.

SECTION 3. ADDITIONAL BUDGET COSTS

A. The budgeted costs of completing the Additional Predevelopment Services are set forth on Exhibit A attached to this Amendment. The amount of the Revised Budget is hereby increased by the amounts set forth on Exhibit A, and all references in the Agreement to the Revised Budget shall include such amounts.

B. As noted on the Project Budget attached as Exhibit A, and notwithstanding any other provisions of the Agreement to the contrary, in the event State elects to terminate this Agreement for convenience pursuant to the provisions of paragraph B of Section 7 of the Agreement, State shall pay (1) to NBBJ a cancellation fee of \$470,000 (which amount is in addition to the cancellation fee payable to NBBJ pursuant to the Second Amendment); (2) to Paul Highly a cancellation fee of \$150,000; and (3) to KPFF a cancellation fee of \$75,000.

SECTION 4. FULL FORCE AND EFFECT

Except to the extent expressly provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective authorized officers or representatives as of the day and year first above written.

“State”

STATE OF WASHINGTON

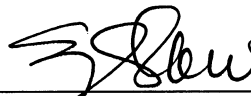
Acting through its Department of Information
Services

By: _____

5-15-2009

Its: ~~Director~~ Director

APPROVED AS TO FORM ONLY:



Assistant Attorney General

Washington Attorney General's Office

5/13/09

“Developer”

WRIGHT RUNSTAD ASSOCIATES
LIMITED PARTNERSHIP

By: Wright Runstad & Company, its general
partner

By: _____

Its: _____

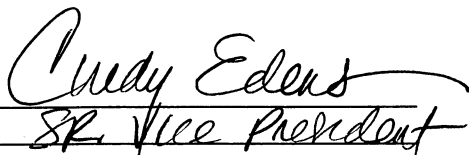

SR Vice President

EXHIBIT A
Project Reimbursement for
Construction Documents

Phase 2

ITEM	PHASE 2 CONSTRUCTION DOCUMENTS	TOTAL ADDED COSTS
Architect - Nbbj	1,654,000	1,654,000
Structure - Kpff	225,000	225,000
Electrical Design - Paul Highley	201,000	201,000
Mechanical Design - UMC	200,000	200,000
Landscaping	45,000	45,000
Soils	20,000	20,000
Tenant Interiors - Gunsul	236,000	236,000
Tenant Engineering - Paul Highley	392,000	392,000
Tenant Engineering - ICF	20,000	20,000
Tenant Engineering - UMC	200,000	200,000
<u>Work on Site:</u> Relocate Trees – Kirvan Landscaping		<u>80,000</u>
Phase 2 - Amendment 3 - Change Order Amount		<u>\$3,273,000</u>